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Amdt. dated May 9, 2003  
Reply to Office Action of March 10, 2003

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## Remarks/Arguments

Claims 1-4 and 6-15 are pending in the Application, Claim 15 is withdrawn from consideration. Claims 1-4 and 6-14 have been rejected. Claims 1-4 and 6-14 stand rejected under 35 USC § 112, second paragraph. Claims 1-4 and 6-14 also stand rejected under 35 USC §§ 102 and 103.

Claim Amendments

Claim 1 has been amended to:

- Describe the longitudinal expansion means as comprising at least two transverse folds in the web that cause the web to have a folded configuration. Support for this amendment can be found at page 8, lines 5-17. As is clear in the specification:  
1) at least two folds are required to form the z-fold and 2) many folds are possible if the accordion fold is used. The Applicants also respectfully submit that one of ordinary skill in the art would recognize that if a web comprises folds, it is in a folded configuration.
- Incorporate the tearable expansion obstruction means into Claim 1 and describe the means as being selected from the group consisting of adhesive bonding, cohesive bonding, ultrasonic bonding heat bonding and combinations thereof. Support for this amendment can be found at page 9, lines 20-23.

Claim 14 has been amended to describe the longitudinal expansion means as being a z-fold and the tearable expansion means as comprising scaling a longitudinal edge of the web. support for this amendment can be found in Example 1 on pages 14 and 15.

New dependent Claim 16 has been added to describe the longitudinal expansion means as being selected from the group consisting of a z-fold and an accordion fold. Support for this amendment can be found at page 8, lines 15-17.

New dependent Claim 17 has been added to further describe the tearable expansion obstruction means as being selected from the group consisting of edge bonding and partial direct bonding of hidden surface regions when the web is in a folded configuration. Support for this amendment can be found at page 9, lines 16-19.

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#### Rejections Under 35 USC § 112, Second Paragraph

Claims 1-4 and 6-14 stand rejected under 35 USC § 112, second paragraph as being indefinite. The Office Action states that the claims merely set forth physical characteristics without setting forth specific compositions to meet the characteristics. The Office Action further states that such claims are invalid as vague, indefinite, and functional since they cover any conceivable combination of ingredients which would impart the desired characteristics. *Ex parte Slob* (PO BdApp) 157 USPQ 172 is used as the authority.

The Applicants respectfully submit that the amendment to Claim 1 overcomes the rejection of Claims 1-4 and 6-14 because it adds specific structure to the claimed web, the structure providing the claimed properties. The Applicants respectfully submit that the added structure is sufficiently specific so as to provide the claimed characteristics because the claimed tearable obstruction expansion means clearly delineate, by specific example, embodiments that maintain the web in a folded configuration and limit expansion to a certain extent (page 10, lines 17-24). Therefore, given the amendment to Claim 1 and further given that Claims 2-4 and 6-14 depend from Claim 1, having all the limitations of the base claim, the Applicants respectfully request reconsideration and withdrawal of the rejection of Claims 1-4 and 6-14.

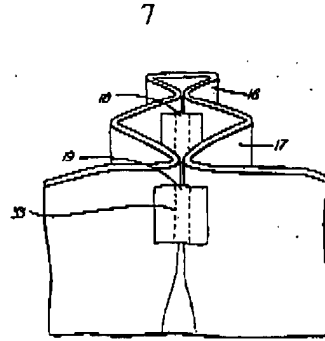
#### Rejections Under 35 USC § 102 and 103

The Applicants respectfully submit that the amendment made to overcome the formal rejections discussed above also overcomes each of the art rejections.

#### Rejection Over Blanchard (US 4,833,481)

Claims 1-4 and 6-14 stand rejected as anticipated by or, in the alternative, obvious over Blanchard. The Office action states that the Blanchard reference discloses a garment with size adjustment means for the waistband in the form of a frangible tab that holds a pleat closed but permits expansion of the pleat when broken.

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The Office Action further states that the waistband of Blanchard's diaper (sic, Blanchard actually describes an undergarment) is considered to be a web. While also admitting that the Blanchard reference fails to disclose Relative Expansion Tension Reduction, Discontinuous Threshold, Discontinuous Expansion Point, elongation at Tearing Point and Contraction Force, the Office Action goes on to assert that such properties are inherent in the Blanchard invention. Various arguments are used as support for the assertion of inherency.

The Applicants respectfully submit that the Blanchard reference fails to anticipate Claim 1 as amended and claims depending therefrom because:

- The Blanchard reference fails to teach or disclose a tearable expansion obstruction means where the means is selected from the group consisting of adhesive bonding, cohesive bonding, ultrasonic bonding and heat bonding. Rather, the Blanchard reference teaches that a separate element, a tab, must be joined to the waistband to hold the pleats together.
- Blanchard's tab also fails to hold the waistband in a folded configuration. As can be seen above (Figure 4 of Blanchard is reproduced herein), the tabs only hold portions of the waistband lying on one side or the other of the longitudinal centerline together. This is also shown in Figure 1 of Blanchard. A comparison of Figures 2 and 4 of Blanchard clearly shows that Blanchard's pleats are free to unfold so they are no longer in a folded configuration.

Since, in order to anticipate, a reference must show all of the claim limitations and given that the Applicants have shown that the Blanchard reference fails to anticipate all of the limitations of

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Claim 1 as amended, the Applicants respectfully request that the Examiner reconsider and withdraw the 35 USC § 102(b) rejection of Claims 1-4 and 6-16 over the Blanchard reference.

With regard to the obviousness rejection, the Applicants respectfully submit that the Office Action fails to establish a *prima facie* case of obviousness because the Blanchard reference fails to teach or suggest all of the limitations of Claim 1 as amended (MPEP 2143.03). Specifically, there is no teaching or suggestion of either:

- a longitudinal expansion means comprising at least two transverse folds;

All Blanchard shows is that one edge of an undergarment is foreshortened by pleating the edge and securing the pleats with a tab. As can be seen in Figure 1, the pleated area does not form a transverse fold, rather, the pleat disperses out toward the crotch region of the undergarment so a line drawn between tape tabs 7 is not folded at all.

or

- a tearable expansion obstruction means that is selected from the group consisting of adhesive bonding, cohesive bonding, ultrasonic bonding heat bonding.

The Applicants direct et the Examiner to the discussion with respect to the rejection over the Blanchard reference under 35 USC § 102 above and submit that the same arguments are relevant with respect to 35 USC § 103.

Given that the Applicants have shown that the Office Action fails to establish a *prima facie* case of obviousness with respect to Claim 1 as amended and given that Claims 2-4 and 6-14 have all the limitations of the base claim, the Applicants respectfully request that the rejection of Claims 1-4 and 6-14 be reconsidered and withdrawn.

Rejection Over Lantz (US 5,113,981) in View of Danz (US 5,672,127)

Claims 1-4 and 6-14 are also rejected under 35 USC § 103(a) as being unpatentable over Lantz in view of Danz. The Office Action states that the Lantz reference discloses a shock absorber that incorporates an elongated strap that is folded longitudinally upon itself in an accordion manner and stitched so that the stitches will tear apart allowing the webbing to be

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stretched out to its unfolded length when excessive force is applied to the longitudinal axis. The Office action admits that the Lantz reference fails to disclose whether the webbing thereof is woven or nonwoven and adds the Danz reference in an attempt to overcome this deficiency. The Office Action then concludes that it would have been obvious to use a nonwoven system in the webbing of Lantz since Danz discloses that woven and nonwoven materials are capable of providing strong straps.

With respect to the dependent claims, the Office action admits that the combination fails to disclose Relative Expansion Tension Reduction, Discontinuous Threshold, Discontinuous Expansion Point, elongation at tearing Point and Contraction Force. The Office Action goes on to assert that such properties are inherent in the combination

The Applicants direct the Examiner to the Amendment to Claim 1 and respectfully submit that a device combining the teachings of the Lantz and Danz references would fail to make the claimed invention obvious for at least the following reasons:

- The combination fails to teach or suggest all of the limitations of Claim 1 as amended (MPEP 2143.03). Specifically, a device combining the teachings of the Lantz and Danz references (i.e. a nonwoven nylon web with stitching holding lapped portions together) would fail to teach or disclose a tearable expansion obstruction means that is selected from the group consisting of adhesive bonding, cohesive bonding, ultrasonic bonding heat bonding. The Applicants respectfully submit that there is nothing in stitching that would teach or suggest to one of ordinary skill the suitability of any of the claimed tearable expansion obstruction means because none of the claimed means involves a mechanical entanglement, such as stitching or the use of Velcro®, as described in the Lantz and Danz references.
- There is no motivation to combine the references in the manner suggested by the Office action (MPEP 2141.01). Specifically, the Office Action suggests that the motivation to combine the references comes from the statement in the Danz reference at col. 2, lines 40 and 41 that the straps described therein are both strong and light weight. The Applicants respectfully submit that a nonwoven material that is strong in the context of a device for breaking in baseball gloves (Danz) would be woefully inadequate when used in a safety line shock absorber where the webbing must resist

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the shock caused by the weight of an adult human that has been in free fall for an indeterminate period of time (The amount of time obviously depends on the amount of slack in the safety line—see Figure 9 of the Lantz reference). The Applicants respectfully submit that, if anything, one of ordinary skill would be led away from applying the strapping disclosed by Danz to the shock absorber described by Lantz because of the perceived inadequacy in nonwoven strength.

Given that the Applicants have shown that the Office Action fails to establish a *prima facie* case of obviousness with respect to Claim 1 as amended and given the dependency of Claims 2–4 and 6–14 from Claim 1, the Applicants respectfully request that the Examiner reconsider the rejection of Claims 1–4 and 6–14 over the combination of the Lantz and Danz references and withdraw it.

#### Summary

The Applicants have amended Claim 1 to address the formal matters raised by the Office Action and submit that the entry of this amendment is a matter of right under 37 CFR § 1.116(b). The rejection of all of the claims has been discussed. In light of the amendment to Claim 1 and the discussions contained herein, the Applicants respectfully request reconsideration of the finality of the rejection, withdrawal thereof, and that all of the claims be allowed. Issuance of a Notice of Allowance at an early date is earnestly solicited.

Respectfully submitted

FOR: CHRISTOFER FUCHS ET AL.

By

  
Edward J. Milbradt

Agent for Applicants

Registration Number 40,090

Telephone (513) 626-1167

FAX (513) 626-3499

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Customer No. 27752